

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

Legal Ad Date: April 17, 1997

Bid No. IFB-97-185-O

SEALED BIDS
FOR
FURNISHING AND DELIVERING

A PICKUP TRUCK
FOR DEPT. OF LAND AND NATURAL RESOURCES, FORESTRY & WILDLIFE
ON OAHU

will be received up to and opened at 2:00 p.m.

on

May 1, 1997

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl
Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to
Ms. Fran Villarmia at (808) 586-0563; facsimile (808) 586-0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

PICKUP TRUCK
FOR DLNR, FORESTRY & WILDLIFE ON OAHU
IFB-97-185-O

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____	Respectfully submitted,
Telephone No.: _____	_____
Fax No.: _____	Exact Legal Name of Offeror
Payment address, if other than street address at right:	_____
_____	Authorized Signature (Original)
_____	_____
_____	Title
Hawaii General Excise Tax Lic. I.D. No.: _____	_____
_____	Street Address
Social Sec. or Federal I.D. No.: _____	_____
_____	City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ___ Individual ___ Partnership ___ Corporation ___ Joint
Venture

State of incorporation: Hawaii _____ *Other _____

*If "other", is corporate seal available in Hawaii? ___ Yes ___ No

The following bid is hereby submitted:

One (1) Pickup Truck, 1/2-Ton 4WD, for DLNR, DOFAW on Oahu, as specified:

Make & Model No. _____

Year of Manufacture _____

a. transmission type: M, A, or L _____

b. number of speeds: _____

c. engine size: number of liters & cylinders _____

Total Bid Price: \$ _____

The Pickup Truck shall be delivered within 150 calendar days from date of Notice to Proceed in accordance with the following schedule:

Delivery/Invoicing Address

DLNR, DOFAW - Oahu
1151 Punchbowl St.
Honolulu, HI 96813
Contact: Patrick G. Costales
Phone: 973-9787

Service & Repair Facility on Oahu:

Name _____

Address _____

Telephone No. _____

Contact _____

Bidder: _____

State License No. _____

GENERAL SPECIFICATIONS

In addition to Detailed Specifications listed, the following requirements shall form a part of these specifications:

- a. Vehicle offered shall include any other standard features not listed but detailed in manufacturer's brochures and deemed necessary for the proper and safe operation of vehicle.
- b. Manufacturer's standard warranty of 36 months or 36,000 miles, whichever occurs first, and warranty documents.
- c. Contractor shall provide a copy of the owner-operator manual and service/repair manual.
- d. Vehicle shall include and comply with all Federal Motor Vehicle Safety Standards. Vehicle shall also comply with the Code of Federal Regulations, Title 40, Part 85: Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines, Environmental Protection Agency.
- e. Vehicle shall be completely serviced and in full operational condition upon delivery.

SPECIFICATIONS

Item No. 1

PICKUP TRUCK, MID SIZE, 1/2 TON, 4-WHEEL DRIVE

- | | |
|-------------------------|---|
| 1. Model | Chevrolet, Dodge, Ford, GMC or Equal |
| 2. Type | 4-Wheel Drive |
| 3. GVW Rating | 4400 lbs. minimum capacity |
| 4. Wheelbase | 107 inches minimum |
| 5. Engine | 6 cylinder
3.9 liter minimum
Gasoline powered
Factory heavy duty cooling system
Coolant recovery system |
| 6. Transmission | Minimum 3 speed automatic overdrive or 5 speed heavy duty manual |
| 7. Transfer Case | 2 speed minimum, part time 4-wheel drive |
| 8. Electrical System | Heavy duty 12 volt alternator capable of charging battery at low engine speed, |
| 9. Steering | Powered or power assisted
Front stabilizer bar |
| 10. Brakes | Powered or power assisted |
| 11. Tires & Wheels | To meet manufacturer's and Federal GAWR requirements for GVW submitted
Full size spare mounted on carrier OUTSIDE of the vehicle with cover
Jack and Wheel wrench |
| 12. Axle, Front
Rear | To include manual or automatic locking hubs
To include locking or slip differential |
| 13. Suspension | Heavy duty suspension (factory) shocks and springs. Must meet manufacturer's and Federal GAWR requirements for GVW submitted |
| 14. Body, Interior | Conventional cab with split bench seat
Upholstery manufacturer's standard vinyl
Floor mats, accessory type
Factory gauge package with tach
AM/FM cassette radio factory installed
Factory installed CFC free air conditioning system
Driver's side air bag made standard
Defroster, front window |

Body Exterior	<p>2 door</p> <p>Factory skid plates</p> <p>Dual exterior rear view mirrors, 5" x 7" minimum low mounted on swingout brackets</p> <p>Factory rustproofing</p> <p>17 gallon minimum capacity full tank</p> <p>6 or 7 feet bed minimum, all steel sweptline or equal</p>
15. Bumpers	<p>Towing package, 4 ton pintle hook with safety rings and tow hitch, mounted with proper support</p> <p>Heavy duty front with electric winch 8,000 lbs. pull, 12 volt, mounted hidden within front bumper with proper support</p> <p>Heavy duty rear step type, with rubber strip</p>
16. Color Paint	<p>Buff or White high gloss enamel</p>
17. Others	<p>Operator's Manual</p> <p>Locking gas cap</p> <p>2.5 pound ABC chemical fire extinguisher mounted on removable brackets inside vehicle</p>

SPECIAL PROVISIONS

SCOPE

The furnishing and delivering of vehicles specified shall be subject to the Specifications, these Special Provisions and the General Terms and Conditions dated September 1, 1995 and included by reference. Copies of the General Terms and Conditions are available at the State Procurement Office, Room 416, 1151 Punchbowl Street, Honolulu, Hawaii 96813.

FEDERAL FUNDS

It is covenanted and agreed upon by and between the parties hereto that this contract shall be construed to be an agreement to pay the total sum bid for the vehicle specified on Offer Form page OF-2 out of federal funds to be received from the federal government when the federal funds are so received and shall not be construed as a general agreement to pay such amount at all events out of any funds other than those which are received from the federal government.

BIDDER QUALIFICATION

Service Facility. At the time of bidding, bidder shall have an established place of business with reasonable inventory of replacement parts and shop facility for repairing and servicing the vehicles offered. Such facility shall be located on Oahu.

If bidder does not have a facility on Oahu, he shall arrange with a company on the island to provide the State with repair services, and shall furnish the name and address of this facility in the space provided on the Offer Form. The State reserves the right to inspect bidder's repair and service shop to determine acceptability under this requirement. Failure on the part of the bidder to meet this requirement shall result in rejection of bid.

State License. Chapter 437, HRS, as amended, provides for regulating and licensing of motor vehicle manufacturers and distributors and their branches and representatives, motor vehicle dealers, salesmen, auctions and auctioneers and any other persons engaged in the business of selling or purchasing motor vehicles in the State of Hawaii. Therefore, all prospective bidders who are interested in selling vehicles to the State of Hawaii shall provide proof that they do meet and satisfy the licensing requirement set forth in said statute by listing the license number in the space provided on the Offer Form.

Chapter 437-2(e) provides that, notwithstanding any provisions of Chapter 437, the authority of any State agency to purchase motor vehicles for State use from any dealer licensed under this chapter shall not be limited or conditioned. Any dealer licensed under this chapter may sell vehicles to any State agency notwithstanding section 437-2(b).

"Motor vehicle" includes any vehicle, motor vehicle, or truck, as defined in Sections 249-1 and 249-2, HRS, as amended, except for tractors, trailers and amphibious vehicles.

MULTIPLE OR ALTERNATE BIDS

An offeror may submit only one bid in response to a solicitation. If an offeror submits more than one bid in response to a solicitation, then all such bids will be rejected.

Similarly, an offeror may submit only one bid for each line item (if any) of a solicitation. If an offeror submits more than one bid per line item, then all bids for that line item will be rejected.

BID PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If Offer Form, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature indicating the offeror's intent to be bound.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii General Excise tax (GET) rate. If, however, an offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Bid Price. Bid price quoted shall be based on delivery to destination and shall include all other costs and applicable taxes. Bid shall also include, when applicable, costs for installation of accessories, modification of unit, and instructional training in use of vehicle.

Tax Clearance. An **original or certified copy** of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with your sealed offer by the due date and time. The tax clearance shall be obtained on the attached two-part **Tax Clearance Application (Form A-6)** that combines DOTAX and IRS tax clearances.

The application may be mailed in or walked in to either the DOTAX or the IRS. The addresses for DOTAX and IRS district offices are listed on Form A-6. There is limited walk-in service at DOTAX Maui and Hawaii district offices, and none on Kauai.

The DOTAX and IRS encourage the use of their mail-in service, in lieu of walk-in service. We recommend that you mail it to DOTAX where it will be processed and forwarded to the IRS. The process should be completed within twenty-one (21) calendar days. Use of the walk-in service may result in waiting in line at both agencies.

Tax Clearance (continued)

For your information, the tax clearance is valid for forty-five (45) days. If the DOTAX approves a tax clearance certificate on one date and the IRS approves it on another date, the 45-day period will begin with the later date. For example:

DOTAX approval stamp date: 7/1/96
IRS approval stamp date: 7/5/96
Tax clearance valid: 7/5/96 to 8/18/96

The tax clearance submitted with your sealed offer must be valid on the solicitation legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with your offer will remain valid for the contract award.

Since this is a new process, however, and a mail-in application is encouraged, we will accept for the purpose of this solicitation a completed SPO Form TEMP B, "Certification for Tax Clearance" in place of the DOTAX Form A-6, if you are unable to obtain a tax clearance by mail in time to include it with your sealed offer. See attached pink NOTICE for the SPO Form TEMP B.

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Make, Model and Other Information. Bidder must identify on the offer the exact brand or manufacturer name and model number, order number or other identifier of vehicle offered. Failure to do so or the inclusion of remarks such as "as specified" shall be sufficient grounds for rejection of bid.

If additional space is needed to provide complete product identification, bidder may attach a separate sheet to the bid for that purpose. No bidder will be allowed to clarify product identification after bid opening. This is to assure that all bids are submitted under the same conditions with no opportunity for one bidder to have an advantage over any other bidder after exposure of offers. Failure to offer equipment as specified will result in rejection of bid.

Brochures and Specifications Literature. Unless previously submitted to the State Procurement Office, bidder shall submit with the bid current brochures and/or specifications literature. Upon request, bidder shall furnish at his own expense and within five working days from date of State's request, any further information required to determine acceptability of vehicle offered.

Offer Guaranty. Bid security deposit is not required for this bid.

BID EVALUATION

Bid prices for vehicles with established EPA mileage ratings as listed in the US Dept. of Energy's Fuel Economy Guide, Model Year 1997 shall be evaluated using the following formula:

Evaluated Bid Price = $\frac{60,000}{\text{City EPA Mileage Rating}} \times \$1.40 + \text{Net Total Bid Price (Oahu)}$

BID EVALUTAIION (continued)

In order to determine the exact EPA mileage rating, bidders must furnish the following information on the offer:

- a. manufacturer name and model number
- b. transmission type: M, A, or L
- c. number of speeds
- d. engine size: number of liters & cylinders

METHOD OF AWARD

Award, if any, shall be made to the responsible bidder submitting the lowest Net Total Bid Price or Evaluated Bid Price, if applicable (see "Bid Evaluation" above).

CONTRACT EXECUTION

For contract award totaling \$10,000 or more, the State shall forward a formal contract to the successful bidder for execution. The contract shall be executed by the Contractor and returned within ten (10) days in accordance with Section 3.3 of the General Terms and Conditions. No performance or payment bond shall be required for this contract.

No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to official starting date.

QUALITY OF EQUIPMENT

Vehicles furnished under these provisions shall be new and of the best quality of its respective kind, and shall be completely assembled and free from defects which may render them unfit for use. No payment, whether partial or final, shall be construed to be an acceptance of defective work.

Vehicles furnished shall include and comply with all Federal Motor Vehicle Safety Standards. Vehicles furnished shall also comply with the Code of Federal Regulations, Title 40, Part 85: Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines, Environmental Protection Agency.

The State may, at any time and by written order, stop delivery of any vehicle not conforming to these specifications. Such stop order shall not relieve the Contractor of his obligation to complete his contract within the contract time limits nor shall it in any way terminate, cancel or abrogate the contract or any part thereof.

DELIVERY

Vehicles furnished under these specifications shall be delivered to the location listed on the OFFER FORM page OF-2. Deliveries shall be made within 150 calendar days from the date the Notice to Proceed is issued. Representatives of both the Contractor and State shall be present at the delivery site for purposes of visual inspection and, if necessary, for instruction in use of equipment.

DELIVERY (Continued)

Prior to delivery, Contractor must contact the State representative listed to coordinate delivery arrangements.

CERTIFICATES REQUIRED

- a. Hawaii Safety Inspection Certificate (in duplicate) and decal;
- b. Application for Registration of Passenger Carrying Motor Vehicle, Form #DF-L-1 (Rev. 1/84) or its latest revision;
- c. Odometer Certificate;
- d. Notarized Certificate of Bill of Sale (not required for Oahu dealerships);

These certificates are essential for the proper registration and licensing of new vehicles. Therefore, acceptance of and payment for the vehicle delivered will not be made without submittal of necessary certificates. The State shall be responsible for registering and licensing of this vehicle; this procedure shall be conducted in the City & County of Honolulu. Contractor shall provide temporary license plates to be used during the interim period prior to acquisition of State of Hawaii license plates.

LIQUIDATED DAMAGES

Refer to Section 6.12 of the General Terms and Conditions. Liquidated damages is fixed at the sum of TEN DOLLARS (\$10.00) for each and every day the Contractor delays in the completion of any item of his contract after the required date of said completion.

DELIVERY EXTENSION

Contractor shall complete delivery within the time allowed by the contract. If Contractor fails to deliver within the time allowed, liquidated damages as specified herein shall apply. However, Contractor will not be held responsible for delays due to reasons beyond his control, provided he submits written notification of such delays prior to the delivery deadline. This notification shall be submitted to the Procurement Officer and shall detail the reasons for the delays and shall include appropriate documentation. No delivery extension will be considered without proper documentation.

INVOICING

Contractor shall submit original and three copies of the invoice to the agency listed on the Offer Form page OF-2. Invoice should reference both the contract number and the Invitation For Bid number.

The tax clearance submitted with your invoice for final payment requires both DOTAX and IRS approvals. The clearance submitted earlier is not acceptable for final payment purposes. You must obtain a new tax clearance from DOTAX and IRS and it must be an original (certified copy is not acceptable), not over 45 days old, with box 3.a. of the **Tax Clearance Application (Form A-6)** completed for a specific contract, purchase order, or job number.

PAYMENT

Section 103-10, Hawaii Revised Statutes (HRS), provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

WARRANTY

Contractor shall provide full manufacturer's warranty for the vehicle delivered. Warranty period shall be for a minimum of 36,000 miles or three (3) years from date the vehicle is accepted and placed in service, whichever occurs first. Full coverage shall include costs for parts, labor, and any other expenses incurred in performing warranty work. Warranty documents shall be delivered with vehicle and shall detail manufacturer's obligation and warranty procedures.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, HAR.

General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.